

TERMS OF TRADE

1. GENERAL INFORMATION

1.1 These Terms of Sale and Delivery apply to all offers, sales and deliveries made by Promovec A/S, Langdyssen 6, DK-8200 Aarhus N, business reg. no. 32790089 ("Promovec").

1.2 All goods supplied by Promovec (the "Goods") are subject to these Terms.

1.3 In the event of discrepancy, these Terms take precedence over the terms and conditions which may form part of order material and/or other contract documents prepared by Promovec's distributors and dealers unless otherwise expressly accepted in writing by Promovec.

1.4 Unless otherwise expressly specified in writing, offers from Promovec are valid for a period of 30 working days from date of offer.

1.5 Drawings, specifications, and other technical information provided by Promovec remain Promovec's property. The information must be treated as confidential and may not be distributed, copied and/or disclosed to third party for any other purpose than the performance of the Agreement.

2. PRICE AND TERMS OF PAYMENT

2.1 All Promovec's prices are stated and offered exclusive of statutory value added tax (VAT) or tax corresponding to value added tax (abroad).

2.2 Promovec reserves the right to adjust its prices at 30 days' prior notice through its website (www.promovec.dk), and delivery is made at the price ruling on the delivery date.

2.3 All prices for quotes and confirmed orders shall be considered as provisional due to the actual overall supply situation within the e bike industry where the unbalance in supply and demand has led to cost increases for components, manufacturing cost plus the general imbalance of availability of ships and containers causing presently significant price increase beyond the control of Promovec and its partners. Further if significant fluctuation of exchange rates over time, and in imbalance, Promovec will approach the customer for a new agreement.

2.4 Unless otherwise expressly agreed, Promovec's invoices are payable within 8 days from date of invoice.

2.5 If a date of payment is exceeded, a reminder is forwarded, specifying a 10-day payment deadline. If such deadline is also exceeded, interest on the outstanding amount will be charged at the rate of 2 per cent per commenced month from expiry of the deadline.

3. DELIVERY

3.1 If the order is made before 1 pm and the Goods are in stock, the Goods will be shipped on the same day.

3.2 In general, the Goods are delivered ex. warehouse (Incoterms 2010) in standard packaging. In the event of FOB delivery directly from Far East, the customer is responsible for transport, freight and customs clearance.

3.3 Any notices of incomplete deliveries must be received by Promovec within 30 days of receipt of the delivery. Notice of any damaged packaging must be given directly to the carrier upon receipt.

3.4 At Promovec's webshop, it is possible to purchase a selected number of spare parts. All items for sale are priced according to our standard price list. The calculated price, including freight and freight-related cost will appear on the invoice.

3.5 Batteries are classified as dangerous goods. Transportation of dangerous goods follows strict rules reflected in transportation costs. The final costs for the transportation of batteries will appear on the invoice. Promovec's warehouse staff can quote you an approximate price.

4. RETENTION OF TITLE

4.1 Promovec retains the ownership of the goods sold until the customer has made full payment.

4.2 As long as the goods are in Promovec's warehouse or other facilities – and not yet paid in full by the customer Promovec remains the owner of the products, and Promovec bears the risk of the accidental loss, damage or destruction of the goods. The same applies in case the goods are in the customer's warehouse and duly separated from other goods that Promovec has not retained the ownership of.

4.3 If the customer fails to make payment, initiates reconstruction steps or goes bankrupt, Promovec is entitled to retain and handle the goods subject to the retention of title for the purpose of reselling the goods to a third party, in order to settle/set off any claim between Promovec and the customer related to the order/agreement concerned, including Promovec's manufacturing costs for the goods. The customer cannot object to such resale of the goods, not even if the goods should bear the trademark of the customer.

4.4 All costs related to the enforcement of the retention of title shall be held by the customer.

5. NOTICE OF LACK OF CONFORMITY AND WARRANTIES

5.1 In general, the customer has a 24-months' right to give notice of lack of conformity in accordance with the provisions of the Danish Sale of Goods Act.

5.2 A warranty is provided for selected categories of goods. There is given a three-year warranty on motors. For batteries it is possible for the end user to purchase a five-year warranty. The warranty runs from the date of delivery to Promovec's first reseller, unless the Goods are registered at Promovec's website upon sale to an end user, in which case the warranty period does not start to run until such date of sale.

5.3 A valid receipt of purchase is accepted as a warranty certificate and must accompany the Goods in case of notice of lack of conformity.

5.4 If the Goods are defective/suffer from a defect, notice thereof must be given in writing to Promovec within a reasonable time and no later than 30 days after the defect has been discovered.

5.5 The Goods may only be returned accompanied by a copy of the invoice and a filled in claim form and only subject to prior agreement with Promovec.

5.6 Notice of lack of conformity relating to batteries:

5.6.1 In cases regarding notice of lack of conformity of batteries: Contact Promovec by phone at tel. no. +45 8844 4411 or by email at service@promovec.dk.

5.6.2 If the battery is to be sent to Promovec subject to agreement, the following must be included: Keys to the battery, battery charger, a copy of the invoice for the electric bike, including the battery, read-out report from the BMS, and a description of the battery defect.

5.6.3

5.6.4 Upon receipt, the battery will be checked for defects and a capacity test will be performed. If Promovec admits the claim, trouble shooting and battery tests will be performed free of charge, just as Promovec will pay the freight charges of forwarding and returning the battery and the charger. If Promovec is unable to detect any defects in the battery and/or if the result of the capacity test is above 70%, Promovec will not admit the claim. In such a case, the end user will have to pay for the battery test (DKK 375 including VAT) and all the related freight charges. A test report will be provided as documentation when the battery is returned.

6. LIABILITY AND LIMITATION OF LIABILITY

6.1 Promovec is liable for any faults and defects in the Goods and the performance of the Agreement pursuant to the general Danish law of damages.

6.2 If the defect is attributable to Promovec as the supplier, Promovec will cover all reasonable and documented costs directly related to remedying, including handling costs and freight charges (in Denmark and abroad) and costs of repair or replacement of the Goods, cf. clause 6.3.

6.3 In connection with the remedying of faults and defects in the Goods, Promovec will determine whether the Goods can be repaired within a reasonable time or whether they are to be replaced. Promovec will provide information of its decision and take the relevant steps after an inspection/examination of the Goods concerned.

6.4 In addition, Promovec is liable for damage to persons and damage to objects used for private purposes if and to the extent that it is attributable to faults and defects in the Goods.

6.5 Promovec is not liable if the defects are attributable to measures taken or a functionality or a design used at the specific request of Promovec's contracting party.

6.6 Moreover, Promovec is not liable for inappropriate use or misuse, natural wear, and tear, incorrect or negligent handling or incorrect maintenance of the Goods. If attempts have been made to change or repair the Goods or if they have been misused, the right to give notice of lack of conformity and any warranties lapse.

6.7 Promovec indemnifies its distributors and dealers against costs relating to notices of lack of conformity of the battery covered by an expanded warranty. However, this does not include costs or losses attributable to the distributor or the dealer, including registration of the battery after expiry of the deadline for registration.

6.8 Promovec is not liable for any indirect loss, including but not limited to loss of income, own time, business disruption, and lost earnings.

7. INSOLVENCY

7.1 If Promovec's contracting party suspends its payments, or if the contracting party or one of its creditors presents a petition for insolvency proceedings to be instituted against the contracting party, Promovec is entitled to terminate the Agreement without notice and demand immediate return of the Goods delivered, but not yet paid for.

8. FORCE MAJEURE

8.1 Promovec is relieved of its obligation to deliver the Goods or perform the Agreement if and to the extent that Promovec is prevented from performing its obligations due to events which are beyond Promovec's control and which were unforeseeable at the time of conclusion of the Agreement ("Force Majeure").

8.2 Force Majeure includes but is not limited to war, terror, vandalism, natural disasters and unusual weather conditions, fire, lack of materials and/or delivery difficulties with material subcontractors, strike and lockout.

8.3 Promovec is obliged to inform a contracting party without delay in the event of Force Majeure.

8.4 In case of Force Majeure, either party bears its own costs resulting from the Force Majeure event.

8.5 If the Force Majeure event continues uninterrupted for 60 days or more, either party is entitled to terminate the Agreement by written notice to the other party.

9. GOVERNING LAW AND VENUE

9.1 All legal issues arising between Promovec and the distributor or the dealer are governed by Danish law.

9.2 Any dispute arising out of or in connection with this Agreement shall be settled with binding and final effect by the Court in Aarhus.